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EXPLANATION!

Paul Stewart, City Missionary,

VERSUS

COMMITTEE OF THE CITY MISSION,

MESSRS. ROBERT CATHCART,
NEIL C. LOVE,
WILLIAM LANGLEY, SENR.,
WILLIAM HEWITT, AND
JOHN HENRY.

NOTICE.—Although this pamphlet is written by a friend I hold myself responsible for the correctness of the information offered to the Christian public on the strange proceedings of the gentlemen named above, who composed the Committee of the City Mission.—PAUL STEWART, 281 Richmond Street West, Toronto.

TORONTO:
PRINTED FOR THE PUBLISHER.
1862.

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TO THE FRIENDS OF MISSIONS.

In the midst of wars and rumours of wars, of absorbing political, commercial, and other social interests, how shall we hope to attract attention to the case, however aggravated, of an humble individual? Humble in position, and rare qualification! humble in spirit! humble, not abject! By regarding the case, however, as involving the fundamental principle of integrity, and not as that of merely petty personal concerns, we feel encouraged to make the attempt, praying God to prosper the truth, dispel the mists of error, and frustrate the machinations of wickedness!

The obligatory nature of agreements, legally entered into, is professedly recognized by all, though their fulfilment is too frequently evaded in practice, and that, too, alas! by *nominal* Christians, otherwise such transations as the one I am about to detail could never occur.

It is now about seventeen years since the arrival in Toronto of one who, having spent as many previous years in a similar honourable employment in England and Ireland, made here an engagement as City Missionary (the first of that nature in Toronto) with the "Toronto City Mission Society." Mr. Stewart's appointment is dated 5th August, 1845, and is signed by the venerable Peter Brown and Andrew Hamilton, Esqs., (men whose religious character is too well known to require mention of more than their names,) and is as follows:—

Toronto, 5 August, 1845.

We certify that Mr. Paul Stewart, the bearer of this, has been appointed a missionary for this city, by the City Mission Society.

Peter Brown, *Secretary.*
Andrew Hamilton, *Secy.*

In Ireland he had laboured for ten years in the mission

field, and was first employed in that capacity in the North by the founder of City Missions, David Nasmith, Esq., then by the committee of the Dublin City Mission, after which he was chosen by Lady Powerscourt to perform similar services in the county of Wicklow, where he remained for several years. Her ladyship addressed the following letter concerning him to Mr. Stokes, Secretary of the Dublin City Mission, to forward to the Committee of the London City Mission, Mr. Stewart having received an invitation to labour for that society :—

CORK, August, 1836.

DEAR MR. STOKES,

Stewart writes to me saying that you wish for my certificate of his character. He has lived many years labouring for me, and I cannot express too strongly my appreciation of his conduct during that time in every respect. I believe him to be a steady, sound Christian, no eye servant, but in singleness of heart serving his Lord and Master, humble and submissive, whilst zealous for souls.

I only cease to employ him myself because I think it plain that the Lord's time for blessing Bray has not yet come, and for these southern parts he could be of little use without knowing Irish. I feel persuaded that any one who may employ him will find much comfort in being able to place in him entire confidence.

With kind remembrances to Mrs. Stokes, believe me faithfully yours in the Lord.

F. A. POWERSCOURT.

Mr. Stewart subsequently remained with Lady Powerscourt until her death, which occurred shortly after the date of the above letter. He then proceeded to Manchester, England, and on leaving it received the following certificate :—

MANCHESTER AND SALFORD TOWN MISSION OFFICE,
51 Piccadilly, Manchester,
19th May, 1845.

MR. PAUL STEWART has been in connection with the Mission upwards of five years, and it is with regret the Board receive his resignation because of the conscientious and faithful manner in which he has attended to his various duties.

JOSEPH GRAVE, Honorary Secretary.

Perhaps we may as well finish these quotations by adding here a minute which appears in the City Mission Book, in Toronto, and which was entered there on the 11th November, 1857, on the occasion of Mr. Stewart's separation from his first engagement,

by the very men by whom he is undergoing so cruel a persecution :—

"THE Committee has investigated the whole of Mr. Stewart's conduct when he was under the superintendence of the Toronto City Mission to which exception has been taken, and find that in all respects he has acted as an honest man and worthy of his standing as a Christian missionary."

This minute was copied from the minute book of the society and handed to Mr. Stewart by the Rev. Chas. Fletcher, Secretary *pro. tem.*

On entering upon his office here, Mr. Stewart's instructions prohibited him engaging in any secular employment, and required him to work in the service of the Mission five or six hours of each day, and make an annual report of his proceedings.

The salary was at first but £80 per annum; but was subsequently raised to £100.

From the date of his appointment to the year 1857, he continued to discharge his duties with fidelity and usefulness in connection with this society, and by which his salary was as well paid as salaries procured by collections generally are, or can be, and mutual satisfaction was the result—as can be shown by the Minute Book of the Committee. At the end of that time, however, being deprived of the Sabbath use of a room for which £16 rent was paid per annum for their Sunday services, &c., &c., a necessity arose to procure other accommodations, and it was suggested that a small building should be erected for that purpose; funds for such an object were not forthcoming from the Mission Society, and the fruit of so much toil in this important particular seemed likely to be lost for want of the necessary accommodations for carrying it on. Thus circumstanced, Mr. Stewart appealed to a generous friend, Mr. J. L. Robinson, who responded by an offer of the ground upon which to erect such a building, provided means for its erection could be obtained. The heart of the mission-

ary was in the work. He solicited the required means from the public, (members of all denominations,) and readily obtained them; but not one dollar from the funds of the "Toronto City Mission."

At this time, Mr. Stewart was called in question by the members of Committee. Mark the result. The following is the Minute of the C. M. Committee:—

"JULY, 1856.

"This meeting having heard the explanations of Mr. Paul Stewart respecting a lot of land set apart by Mr. L. Robinson for the continuance of the meeting in Sayer Street, and his collecting books having been laid before them, giving in detail the amount of money received by him in connection with the building proposed to be erected on said lot.

"Mr. Stewart having further shown his correctness and honourable use of money entrusted to him by various parties for charitable purposes, by laying before the Committee his book, showing the particulars of moneys received and expended, from and to whom, since 1850 to '56, this Committee gladly record their satisfaction at such a vindication of his character."

Mr. Stewart offered the books and collections received by him to the Committee, so far as the parties who gave the money might be agreeable, saying—"Gentlemen, take it, build it; my object is to free the people from a yearly rent of £16." There answer was—"No, *there is no deed of it.*" The missionary said, "I will have it built." The Committee then recorded the following minute or rule:—

"That no agent of this Committee shall at any time collect moneys for the Society, or to promote its object, without first obtaining authority from the Committee."

The moneys collected by the missionary, according to their own rule, was not for the society but for the meeting. In the course of a few months the missionary, with those who composed the meeting, had the pleasure of meeting in the Missionary Church, built and paid for at the cost of £180 0s. 9d., as the following will show:—

"We, the undersigned, have examined and audited the books of subscriptions and donations received by Mr. Paul Stewart for the building on Elizabeth Street, on a lot of land granted by J. L. Robin-

son, Esq., and have found that he received the sum of £156 7s. 6d. in all, towards the building, fencing, and furnishing of the house, and that he has paid all the moneys towards the same, having produced to us receipts and vouchers for the payment of the sums of £157 2s. having been paid out and expended in the building, fencing, and furnishing of the house, showing the balance of £6 14s. 6d. still due to Mr. Stewart on the same: and we find the said vouchers and accounts very satisfactory; and we have also found a list of articles given to him without charge, and now in use in the said house, amounting in value to £21 18s. 9d.

"For the correctness of the whole we certify.

"ANDREW HAMILTON.
"ROBERT CATHCART.

"Toronto, 20th May, 1857."

(In 1859 it was enlarged twenty by twenty-four feet.)

But, unhappily, *when all was complete and paid for, possession of the house was demanded* by the Committee of the Toronto City Mission. Mr. Stewart deemed himself not justified in acquiesing to such demand, and the result was disruption of the Society, and the formal dismissal of Mr. Stewart on the 29th April, 1857. His dismissal was immediately followed by the formation of another society—several members of the former committee being on the new one. The call for a public meeting on this occasion was expressed as being "For the purpose of taking steps to secure the *continuance* of Mr. Stewart's services as City Missionary." The meeting was held on the 3rd of June, 1857, in the Temperance Hall, and was presided over by one who was then a resident in this city, and who was ever foremost in every work of Christian benevolence—John Arnold, Esq. The following resolutions were there and then passed:—

MEETING IN TEMPERANCE HALL, RELATIVE TO MR. PAUL STEWART, CITY MISSIONARY.

JOHN ARNOLD, Esq., was called to the chair, when the following resolutions were carried by the assembly with acclamation.

Moved by JOHN NASMITH, Esq., seconded by R. REYNOLDS, Esq.

Resolved,—That the increasing population of our city warrants the establishment of an additional City Mission, and this meeting, having every confidence in Mr. Paul Stewart, deem him a fit and proper

person to be continued in the office of City Missionary, which situation he has filled for upwards of twenty-seven years.

Moved by ROBT. CATHCART, Esq., and seconded by JOHN BOYD, Esq.

Resolved.—That this meeting continue Mr. Stewart in the situation of City Missionary, believing, as we do, that his services will be productive, as they have hitherto been, of much good in the promotion of a living christianity and enlightening those who are in spiritual darkness.

Moved by ALEX. ROBINSON, Esq., and seconded by J. SMITH, Esq.

Resolved.—That Mr. Paul Stewart has the warmest thanks and sympathy of this meeting for the exertions he has made in securing the erection of the Missionary Church, in Elizabeth Street, and in carrying on of the Sabbath School and meetings for preaching the Gospel in said church for the benefit of the locality.

Resolved.—That a Committee of nine persons be appointed for the purpose of collecting funds to sustain Mr. Stewart as City Missionary, and also be a Committee of Management for the ensuing year, said Committee to consist of the following gentlemen, with power to add to their number:—Messrs. N. C. Love, John Henry, R. Reynolds, Joseph Rowell, John Boyd, Alex. Robinson, John Nasmith, Robert Cathcart, and Samuel Gibson.

Resolved.—That the following gentlemen be appointed office-bearers for the ensuing year:—*President*, John Arnold, Esq.: *Vice-President*, John Nasmith, Esq.: *Treasurer*, Robert Cathcart, Esq.: *Secretary*, Samuel Gibson, Esq.

Observe, the nine persons became responsible to collect funds to sustain Mr. Stewart.

"TORONTO, 18th Nov., 1857.

"This day the Committee of City Mission met and was duly constituted, Mr. John Nasmith in the chair."—*Copied from the minutes of the Committee of City Mission, by Samuel Gibson, Secretary.*

The following is an extract from a letter addressed to Rev. Dr. Fyfe, from Committee:—

TORONTO, 15th Aug., 1857.

SIR,—Having been chosen at a public meeting to act as the Managing Committee of the City Mission, we are happy to inform you that we have been able to commence our labours, and that we have met with decided encouragement.

We have *secured* the *services* of Mr. Paul Stewart, and we congratulate ourselves and the public on our having been able to continue the service of such a man in the field. His moral and religious character we believe not only to be unstained, but of a very high order, while his mental and other qualifications, and his long experience of the work to which he has devoted himself, render him a valuable labourer: and we are confirmed in our favourable estimate of Mr. Stewart's character by the readiness with which the citizens have responded to

our application for funds to sustain him *in the situation to which we have appointed him.*

JOSEPH ROWELL, *Chairman.*
SAMUEL GIBSON, *Secretary.*

Could there have been a more unequivocal appointment than this? Could there have been a more direct admission of an agreement with Mr. Stewart than the concluding sentence of this letter? I might almost have said a more clearly expressed promise of payment for the time and toil required in the performance of his duties? I think not.

Yet, how shall we reconcile this with what occurred in October last in the County Assizes? And how shall we give credence to the assertion that in 1861 Mr. Love and Mr. Catheart denied, and upon the Bible swore, that they had never employed Mr. Stewart—had never made themselves responsible for his salary—and that he had never been in their service? If they did not feel themselves responsible for his salary, how was it that for two successive years they took upon themselves, or imposed upon others, the labour of collecting it? Why did they preside at the Mission meetings, audit its accounts, receive and pay the salary, suggest a reduction of it, and authoritatively write his discharge four months after his written dismissal dates? If not employed by them, by what right did they invest themselves, or were they invested, with the power to discharge him?

TORONTO, Aug. 28, 1860.

PAUL STEWART, City Missionary.

SIR,—I beg to notify you that the Committee have discharged you and no longer require your services, as by the following resolution:—

Moved by NEIL C. LOVE, seconded by JOHN HENRY.

Resolved,—That considering the difficulty that the Committee of the City Mission have had in collecting the salary of Paul Stewart, City Missionary, and considering the little prospect there is of doing more in the meantime, we agree to notify Mr. Stewart that his services were dispensed with *from and after the first day of May last*, so far as the Committee and society were concerned, and that the Committee hereby notify him that his services are no longer required *by the Society.*

I am, Sir, yours, &c., &c.,

NEIL C. LOVE, Secretary *pro. tem.*

As it regards the above dismissal, I would here remark—

according to the mutual arrangement of the Committee it required four members of Committee to form a quorum before any business in connection with the society could be transacted. There were present on the 28th August, at first, R. Catheart and N. C. Love—afterwards they were joined by John Henry —during which time they wanted Mr. Stewart to compromise. He could not do so. They said "there is no use to stay here, we cannot proceed to business not having four members of Committee present." Mr. Catheart replied, "Mr. Langley agreed with me to come up and wait some place convenient, and if we had a quorum he did not want to come in, as he always professed to be very friendly to Mr. Stewart; but if a quorum was not present he would be waiting without." Mr. Catheart then went to the door, looked out, and returned, remarking, "I cannot see Mr. Langley." As they could not take any action in the matter they dismissed the meeting, when Mr. Stewart put out the lights and locked the church door. They had proceeded as far as the House of Industry on Elizabeth Street, when they found Mr. Wm. Langley standing in at the wall. They received a warm salute from that gentleman. Messrs. Love and Henry said "now we can proceed to business, having the number of members necessary." Accordingly they returned to the church and wrote the discharge (which Mr. Stewart refused to take; but he received it by post a few days later), and *afterwards* passed the resolution which follows.

In this transaction does not Mr. Catheart make himself responsible as a member of Committee? If not, Mr. Stewart's dismissal was no dismissal. Further, Mr. Stewart's agreement was an annual one, and no power legally belonged to the Committee to discharge him before the expiration of the year—and three months' notice ought to be given of the same

By what subtilty shall we reconcile such an oath with such documents as the foregoing? Or where shall we find a more

glaring inconsistency than appears between the acts of Messrs. Love and Catheart and their evidence in the witness-box?

With reference to the proposed mode of reducing their debt, what, let me ask, would the Rev. Mr. Elliot, the Rev. Dr. Jennings, the Rev. Mr. Roberts, Mr. Davey, Wesleyan City Missionary, or any other official, lay or clerical, having entered upon the duties of their offices, relying on the promise of a stipulated income for the support of their families, in lieu of the energies devoted to those duties, what would they think, if, on applying for the payment of such income, they should be told by their employers that they must only imagine their income for the two previous years had been one-fourth less than had been promised, paid, and had expended, and must thence acknowledge the receipt of two-thirds of their claim for the current year? Could anything be more preposterous, more unfeeling, or more unprincipled? and would not an impulsive cry of condemnation have been raised against such a proceeding? Yet, such has been the proceeding of Messrs. Catheart, Love, Hewitt, Langley, and Henry. The unprecedented contrivance resorted to on this occasion, in Mr. Stewart's case, is seen in the following resolution:—

Moved by NEIL C. LOVE, seconded by JOHN HENRY.

Resolved,—That we pay Mr. Stewart, the City Missionary, at the rate of £75 per annum from the first day of May, 1858, to the first day of May, 1860, leaving a balance now due him of seven pounds six shillings to the first day of May, 1860.

When, from whatever cause, they contemplated a reduction of salary, why did they not give their employee honest and timely notice that such was their intention, and so leave him to shape his course accordingly, instead of suffering him to go on in a delusion, and thus involve himself in pecuniary difficulties, from which they well knew he had no means of extricating himself?

The mission work was done, and the stipulated $400 per annum duly paid the missionary for the first and second years

of his engagement, as their printed reports will show. In 1860, however, it was not forthcoming, only the small sum of £43 6s. 0½d.—part of which was paid in "Colonial" and "International" notes the night before these Banks closed,—and after several applications *viva voce* for small sums, Mr. Stewart addressed the subjoined note to the secretary.

DEAR SIR,—I will feel obliged by your laying before the Committee of the City Mission the following communication :—

I want to know what the Committee intend to do. I cannot be expected to labor and live upon nothing; and you know I have no other means of support. I therefore request an effort be made to give me some money. As long as the Committee retain me as their missionary, I feel bound to say they are responsible for my salary.

Your humble servant,

PAUL STEWART.

To CHARLES BELFORD, Secretary of the City Mission Society.

Whether in consequence of this note or otherwise does not appear, but in April, 1860, the following minute is entered upon their book :—

"THE Committee and friends of the Mission will do all they can to collect before this day fortnight, and then have a meeting to decide on what is to be done for the future."

The next item is in the handwriting of Mr. Cathcart, and is this :—

"THE undersigned pledge themselves to pay Paul Stewart, City Missionary, the sums attached to their names under the new arrangement for the year 1860 and 1861, ending 1st May, 1861, to be only called on or responsible for the amount of their own subscription by him."

No undersignature, however, appears; but when Mr. Cathcart talks of a "new arrangement," does he not therein clearly recognize the existence of an old or previous one? and must we not infer from his thinking it necessary to state, that under the new he would only hold himself responsible for his own subscription, under the old he had been held as responsible for more? How, then, can he now repudiate that responsibility?

But this attempt, or new arrangement, was overruled by the

Committee, and Mr. Catheart headed the collecting book as on previous years:—

The Annual Subscriptions for the purpose of supporting Mr. Paul Stewart as City Missionary, in connection with the Missionary Church in Elizabeth Street, Toronto, commencing 1st of May, 1860.

This heading is in Mr. R. Catheart's handwriting. Mr. Stewart's engagement commenced on the 1st of May, 1857, and, as has been stated, he was fully paid for the years terminating in May, 1858 and 1859; but for those ending in May, 1860 and 1861, up to the present date, he has received £43 6s. 0½d. (minus the bad bank-notes), which leaves a balance due him of £155 13s. 11½d., or, $622.79. Had the Committee from any cause desired a different arrangement, why did they not honestly pay the balance of £57 on the first year, then make their proposals, instead of resorting to so extraordinary a method of evading their responsibility? When this latter association was formed, it was hoped that the work would go on harmoniously, and the subjoined letters and extracts show in what esteem Mr. Stewart was held by its members after twelve years' experience and observation of his course here in the midst of themselves: nor have these testimonials ever been sullied by an imputation of immorality of any description, even from those who, by so very ingenious an arrangement, first sought to deprive him of his faithfully earned subsistence, and by such reprehensible means have effected their object.

Mr. Stewart met Mr. Rowell in town, December 10, 1861, and asked him, "Did these gentlemen employ me?" Answer—"They certainly did employ you."

The following letter was intended for publication, but was never given to the public:—

To the Editor of the Leader, Toronto.

SIR,—Having been one of the earliest subscribers to the City Mission, and to the employment by it of Mr. Paul Stewart, I was surprised and

grieved by finding that he had been dismissed by the Committee of that Society.

The facts are variously stated, and I presume not here to affirm either the validity or the groundlessness of the statement on either side; but I wish through you to offer to the public the evidence of which I am master in relation to that gentleman, from the time of his first public employment in the City Mission.

My personal acquaintance with him since that time has been as uninterrupted as my distant residence permitted; and I have availed myself earnestly, from year to year, of the best means in my power, to ascertain the real character of his services in his station. My opinion of his value, thus investigated, has been more and amply confirmed: and deeming a worthy City Missionary of vast importance to the best interests of the city, I was rejoiced in finding, year by year, that he yet was retained in that important sphere, and that his faithful and laborious services were as creditable to himself as they were honourable to the Society, and acceptable extensively to the people whom he visited and served: and I earnestly trust, that however disapproved by some, he will be supported only more cordially by others; not in a spirit of emulation or contention, but in brotherly love, intent upon the same holy object, tolerating each others' judgments without blinking their own, and that thus the poor will be more extensively and efficiently served; the cause of scriptural religion and humanity, and not the prevalence of party, equally animating both.

C. Stuart, of Grey County.

Toronto, June 12 1857.

That the subject of all this inconvenience should have been compelled to reiterate his entreaties for the physical supplies, without which those useful labours could not be carried on, was a lamentable but a too ordinary case. Indications, however, of a design permanently to withhold a large portion of those supplies (by the singular contrivance already stated) induced Mr. Stewart to propose leaving the question to arbitration, by which method obviously he only could have been a loser; but after much vacilation, notwithstanding its advantages in a religious view, that mode of settling the affair was declined by the Committee, as will be seen from the following correspondence:—

Toronto, 22nd April, 1861.

Sir,—I will sign a bond of arbitration to abide by the decision of five di-interested gentlemen, who may be chosen to decide in this

matter. If you agree to the same, please let me hear from you. I want the Committee to settle at once.

An early reply will oblige yours, &c.,

PAUL STEWART.

To NEIL C. LOVE, Esq.

Mr. Love told Mr. Stewart that Mr. Henry warned him not to answer this note in writing, as by so doing they might commit themselves.

From necessity, as well as justly indignant at the wrong, Mr. Stewart had recourse to law, though not without great hesitation and deep regret. In taking this step he encountered many conflicting opinions, some urging it as a duty to his family and to the cause of justice, whilst others condemned it as opposed to the Christian injunction rather to suffer wrong than have recourse to such a mode of redress, and there can be no question that his own peculiar mental temperament ultimately decided his choice, for whilst generous even to weakness, he yet possesses, in a high degree, that strong sense of justice natural to upright minds, which spurns at injustice, quite apart from considerations of personal interest. I am aware there has been much misconception on this subject, even amongst those who have sympathized with, and been most friendly, to Mr. Stewart, and who, from having been imperfectly informed, have been disposed to regard his conduct in this case as inconsiderate and unreasonable; and for the further and more correct information of such persons is a principal object in publishing this pamphlet.

Had the Committee, on finding themselves unable or unwilling to make the necessary collections, honestly and honourably paid the missionary up to any stipulated period, and then proposed a reduction of salary, or his discharge they would have found no difficulty in settling with him in a kind and Christian-like manner; or had they carried out the proposal of referring the matter to arbitration, that, also, would have been satisfactory to him, and a just and honourable proceed-

ing; but, as they did not choose either of these courses, law, or the abnegation of his rights only remained to him.

Had his engagement with the City Mission Society been at all times his only resource, or the most remunerative within his grasp, it might have been regarded as a mercenary preference on his part; but such has not been the case. Proposals have from time to time been made him, which, in one case at least, he was induced to decline by the reasoning of those very men by whom he is now so cruelly betrayed. I allude to that of his personal friend, Mr. Robinson, of Collingwood, by whom he was offered exactly the same income as that he then enjoyed here—£100 per annum—together with a cottage, and appurtenances for his family accommodation. An equally advantageous offer, though different in its details, was subsequently made him by Major Stuart, of Lora, Thornbury.

Had a more kindly and upright course been adopted by the Committee, there can be no doubt that the same zeal in the cause of his Redeemer, which has led Mr. Stewart so long to continue his unrequited labours, would have also induced him cheerfully to acquiese in any fair and reasonable adjustment of the case, even to his own loss. But, unhappily for the honour of Christianity, more by far than for the welfare of any individual, such a course has not been pursued.

Mr. Stewart's long experience in this particular branch of the Christian ministry, his grave and gentle manners, his unpretending temperament, and in every sense strictly moral conduct, based as that morality is upon Christian principle, his laborious course, and the success which has attended those labours, together with trials of an oppressive nature, combine to render him an object of respect, sympathy, and gratitude, in no ordinary degree.

That thirty-two years of zealous devotion to the improvement of society by the dissemination of Christian instructions, seventeen of them having passed beneath our own personal

observation, and the efficiency of which is evidenced in his Band of Hope, also in his Sunday School children, numbering 107, collected and kept together during all those months with unabated as well as unrequited labour, besides his visits to the various public institutions, and his attention to the sick and poor, whose physical wants are not unfrequently relieved through his instrumentality,—That all this undeniable usefulness, unsullied as it is by any imputation of immorality or impropriety of demeanor, should be allowed to terminate in his being wronged out of $622.79 of his promised and well-earned income, and a bailiff being sent to seize upon the accommodations of his humble abode (for costs of court) to consummate that bitter wrong, is truly lamentable, not only as an injury inflicted upon an individual, but infinitely more so as bringing scandal upon that holy religion professed alike by the inflictors and sufferer of such wrong. I do not hesitate to say that such conduct as this in professing Christians has tended, naturally and more powerfully than almost any other cause, to the fearful increase of infidelity which marks our day. For who will judge of the tree otherwise than by its fruit? and who, in general, will stop to discriminate between the genuine and the spurious tree? And who can ever know the interminable windings of the human heart, even where there is no conscious hypocracy? In the case under consideration the writer would fain hope that though it may be impossible to reverse the sentence of the court, yet that some substantial proof of sympathy may not be wanting to afford such consolation to the sufferer as his position so urgently demands, being threatened by some of the defendants that if he brought them to law it would not leave him one friend in Toronto. Rich men's evidence has in this case had its effect in crushing the poor man. May the sympathies of all right-minded people constrain them to send up their prayers to the Lord that He may maintain the cause of the afflicted and the right of the poor. But the oppression of the poor, and the success of wrong doers, has from time immemorial been a mystery to short-sighted man,

but when what is in the future shall have receded into the past much will be revealed to us, and we shall doubtless find great cause for thankfulness for many things we now consider as calamities!

When served with a writ of suit the following correspondence took place:—

TORONTO, May 16th, 1861.
Thursday morning, 8½ o'clock.

GENTLEMEN,—I have just heard read by John Nasmith two resolutions, passed by you yesterday, requesting me to settle by arbitration our difficulties. I hereby request you to let me have a copy of the resolutions by 11 o'clock to-day, so that I may submit them to my lawyer for his approval; and on doing so I will let you have my decision. I remain yours truly,

PAUL STEWART.

To Messrs. R. Cathcart, Neil C. Love, Wm. Langley, Sen., Wm. Hewitt, John Henry.

TORONTO, May 15, 1861.

AT a meeting of the persons sued and served with writ of suit (of Paul Stewart against Neil C. Love and others), we, the following persons, do hereby bind ourselves to each other that we will each individually pay our equal share of the sum awarded to Paul Stewart, either by arbitration or law suit, as also our equal share of all costs incurred, and that equal share of all will be paid when required of us, whose names are hereunto assigned.

(Signed.)

ROBERT CATHCART.
NEIL C. LOVE.
WM. LANGLEY, SEN.
W. HEWITT.
JOHN HENRY.

Witness, D. HEWITT.

We, whose names are hereunto signed above, do also agree with each other, that we will try to arbitrate it with Paul Stewart, if possible, *before Friday night* next, the 17th May (inst.), 1861; and if there is not a positive agreement made before that date, that on Saturday the case be delivered to M. C. Cameron, Esq., Barrister-at-Law, to give notice of defence, or any other lawyer.

(Signed.)

ROBERT CATHCART.
NEIL C. LOVE.
WM. LANGLEY, SEN.
WM. HEWITT.
JOHN HENRY.

Witness, D. HEWITT.

TORONTO, May 16, 1861.
1½, P. M.

GENTLEMEN,—A verbal message was received by me this morning, at about half past eight o'clock, from you, offering to submit the matter in dispute between us to arbitration, and since that time I have re-

ceived a copy of your resolutions, dated last evening. Now, gentlemen, as my claim is a just and righteous one, it is quite immaterial to me whether it be decided by arbitration or by a jury of my countrymen, as in either case I feel assured that justice would be done me—I should recover the amount I am now suing for at law. Therefore, gentlemen, I have to remind you that I never had any objection to a submission to arbitration, as you must be aware from a note of mine to that effect already in your possession; neither, now, have I any objection to the case being submitted to the arbitration of such persons as you and I may agree to.

I am, gentlemen, yours respectfully,

(Signed) PAUL STEWART.

To Robert Catheart, Neil C. Love, William Langley, Senr., William Hewitt, John Henry.

P. S.—Gentlemen, by arbitration you will have an opportunity of bringing forward those witnesses you have spoken of supœnaing on the trial, and this is one reason I would have in leaving it to arbitration. My character is precious to me, and by this method I shall be either justified or condemned. I have wished an investigation made, as you well know, but this has, up to the present time, been denied to me. P. S.

The reason of the above postcript:—Mr. R. Catheart told me, in presence of his own servant man, that "if the case came into court they would try and hunt up everything that had happened prejudicial to me for the last twenty years." I replied, "You have only seventeen years, but speak the truth and I have no ill consequences to fear."—*P. Stewart.*

TORONTO, May 17th, SATURDAY MORNING, 1861.

MR. PAUL STEWART.

SIR.—We received yours of yesterday, agreeing to our proposal of submitting your claim against us to arbitration; and therefore you will have to withdraw from your lawyer's hand the present suit; and as this must be done to-day, we rely on your doing so; and let us know that it has been done to-night, as otherwise we would have to enter defence on Monday, that being the last day; and say to us to-day whether you will have the arbitration bonds drawn, or us, naming your man, who, as the matter stands, *we wish to be a Christian professor of religion—a member of a church*—as will be ours, so that the whole may be settled on Christian principles. Rejoicing in the near prospect of having the difficulties brought to an agreeable termination.

We are, yours, &c., &c., &c.

ROBERT CATHCART.
NEIL C. LOVE.

The bonds being drawn up and offered for signature, R. Catheart, Esq., was the first to refuse to sign the same,

(although he wrote the preceding.) He denied the debt—dragged it into an open court, and there swore that he never employed Mr. Stewart or held himself responsible for his salary, and that previous to this he had no connection with the society. August 28, 1860, he is in committee, with Mr. Love, wanting Mr. Stewart to compromise for £32, and give them a clear acquittal. May 15, 1861, he binds himself, with others, as responsible to Mr. Stewart for a debt due him. May 17, 1861, he, with others, proposes to leave the matter to arbitration, and settle it on Christian principles; but no sooner is the offer accepted than he refuses to arbitrate it.

Messrs. Love and Henry, with others, in a resolution says "we agree to pay Mr. Paul Stewart the sum of £7 6s. due him, &c.," (which was never paid Mr. Stewart.)

The following is copied from the second yearly report of the society:—

"We have examined the Treasurer's account, and find the above statement correct, that the whole of the funds in the Treasurer's hands have been paid the missionary in full of his second year's salary—$400.

"NEIL C. LOVE, } Auditors."
"WM. HEWITT, }

And in the face of all these dates and documents, which are in R. Catheart's and N. C. Love's handwriting, and in the missionary's possession up to the present, they, on oath, declare that they were never responsible to pay Mr. Stewart. The reader can form his or her own opinion of what weight such men's oaths ought to have in a court of justice.

On oath they declare that they never employed Mr. Stewart, nor promised to pay him—he was never in their service; and Mr. Catheart further swore that the Report produced on the trial (that is the Second Annual Report) was not the Report of the City Mission *but "a thing got up by Mr. James Beaty and the missionary."* Now mark how the Report reads:—

TORONTO, JULY 13, 1859.

The Second Annual Meeting of the City Mission was held in the Mission House, Elizabeth Street, at 8 o'clock, P. M. Robert Catheart,

Esq., in the chair. The meeting was opened with singing and prayer. The following resolutions were adopted, viz.:—

Moved by the REV. JOHN ROBERTS, and seconded by MR. JAMES BEATY, Junr., "That the Report now read be adopted, printed, and circulated, as the Second Annual Report of the City Mission."

This Report, instead of being a thing got up by Jas. Beaty and the missionary, was ordered by the Committee to be drawn up by the Secretary and the missionary. After being drawn up, it was submitted to the Committee, by whom it was adopted, and ordered to be printed as the Second Annual Report of the Society.

I intended to give the notes of the trial in full, but Mr. Stewart failed to procure them. The verdict was rendered for the defendants.

Affidavits presented before the Judges of the Court of Common Pleas for a new trial, but rejected.

IN THE COURT OF COMMON PLEAS.	PAUL STEWART, *Plaintiff*, *Against* NEIL C. LOVE, WILLIAM LANGLEY, Senr., JOHN HENRY, ROBERT CATHCART, and WILLIAM HEWITT, *Defendants*.

1. PAUL STEWART, of the City of Toronto, in the County of York, City Missionary, the above named Plaintiff, make oath and say—

1. That I am the above named Plaintiff.

2. That I commenced my duties as City Missionary, in the City of Toronto, on or about the fifth day of August, A. D. 1845.

3. That I continued in the same occupation until April, A. D. 1857, and received for the first two or three years the sum of eighty pounds a year from the Committee of the "Toronto City Mission," who first employed me, and for the subsequent period, up to the day aforesaid, the sum of one hundred pounds a year.

4. That I was, in June of 1857, employed by the Committee of the "City Mission" in the same occupation, and received from them the sum of one hundred pounds a year, up to the year 1859—that is for two years—and for the year ending in May, 1860, I received only forty-three pounds, six shillings and one half-penny.

5. That I still continued in the same position and occupation until May, A. D. 1861, and have not received from the Committee of the said "City Mission" any remuneration for my services during that year.

6. That I received a notification on or about the first of September, A. D. 1860, dated on the 28th of August of the same year, in the words

or to the effect following, that "The Committee notify you that you are discharged, and your services are not required from the first day of May last," with some additional observations which I do not now recollect, not having the letter before me.

7. That I had at the time been actually engaged from the month of May to the month of August in the same service, and had not, up to the time aforesaid, received any notification or intimation that I should not be required to continue my services.

8. That I continued, as stated in paragraph five, until May, A. D. 1861, deeming myself employed for a year, and did not therefore discontinue my labours for the Defendants.

9. That I received a resolution with the said notification, a true copy whereof is hereunto annexed, marked "A."

10. That in said resolution the Defendants, Robert Cathcart, Neil C. Love, William Langley, Senior, and John Henry, who were present and passed the said resolution, admit to be due to me on the 1st May, 1860, the sum of seven pounds six shillings, which sum I have never received, and which has never been tendered to me otherwise than as hereinafter stated.

11. That at the same meeting, when the said resolution was passed, being a regular meeting of the Committee of the "City Mission," I was offered first the sum of thirty-two pounds if I would grant the Committee a clear acquittal of all that I claimed. The amount I then claimed was ninety pounds and sevenpence half-penny, which was mentioned before the Committee and claimed by me as the sum due me, upon which the offer referred to was made as a compromise. I then offered to take it in part payment, which they refused to give me, except upon the conditions stated.

12. That there was not at that time any dispute on the part of the Defendants that the amount of one hundred pounds a year was the amount actually payable to me.

13. That upon one occasion, subsequent to the above, the Defendants Robert Cathcart and Neil C. Love, being together, offered me the sum of seven pounds and six shillings, if I should give a clear acquittance, which I refused to do; but I offered to take it in part payment.

14. That the said Defendant, Neil C. Love, at the same time in the presence of Mr. Cathcart, admitted and said that, according to the past agreements, they (meaning the committee composed of the defendants,) did owe me the sum of ninety pounds and sevenpence half-penny.

15. That I was employed by the Committee of the "City Mission" as aforesaid, at the salary of one hundred pounds a year, and I received at the commencement several monthly payments of eight pounds, six shillings and eightpence, which is stated in the receipts given by me, and drawn up in the handwriting of the Defendant, Robert Cathcart, who was Treasurer of the said "City Mission," to be received as a monthly payment.

16. That at the close of every year a new arrangement was made

with me at the same rate, and I was employed by the Committees for each year to proceed as formerly.

17. That the Defendants, Robert Cathcart, Neil C. Love, John Henry, and William Hewitt, were members of the Committee from the commencement in the year 1857.

18. That the said Defendants, and the Defendant, William Langley, Senior, were members of the Committee during the years from May, 1859, to May, 1861.

19. That the papers hereunto annexed, marked "A," "B," are true copies, or extracts of documents, furnished me, or taken from the Minute Book of the said Committee, which was in my possession until after August, 1860.

20. That in addition to the evidence given at the Trial of this cause, should a new trial be granted me, I shall be able to produce witnesses whose evidence will clearly prove the indebtedness of the Defendants to me, and their personal liability to pay me.

21. That in a conversation I had with the Defendant, Love, a few months ago, he said he was perfectly willing to pay me his portion of the amount due me, provided the rest of the Committee men would do the same.

PAUL STEWART.

Sworn to by the deponent, Paul Stewart, at the City of Toronto, in County of York, this 20th day of November, A. D. 1861, before me.

GEORGE BROOKE,
A Commissioner, &c.

(A.)

Moved by NEIL C. LOVE, seconded by JOHN HENRY,

That we pay Mr. Stewart, the City Missionary, at the rate of seventy-five pounds per annum, from the first day of May, 1858, to the first day of May, 1860, leaving a balance now due him of seven pounds six shillings, to the first day of May, 1860.

(B.)

An extract from a letter, dated Toronto, August 13, 1857, written by direction of the Committee:

"We have secured the services of Mr. Paul Stewart, and we congratulate ourselves and the public on our having been enabled to continue the services of such a man in the field. His moral and religious character we believe not only to be unstained, but of a very high order, while his mental and other qualifications, and his long experience of the work to which he has devoted himself, render him a valuable labourer."

"*The situation to which we have appointed him, &c.*"

IN THE COURT OF COMMON PLEAS.

PAUL STEWART, *Plaintiff*,
versus
NEIL C. LOVE, WILLIAM LANGLEY, SENR., JOHN HENRY, ROBERT CATHCART, and WILLIAM HEWITT, *Defendants*.

I, CHARLES FISHER, of the City of Toronto, in the County of York, Weighmaster, do make oath and say—

1. That in the year of our Lord, 1858 and 1859, I was a member of the Committee of the City Mission.

2. That the above-named Defendants were then, and still are, on the said Committee.

3. That in 1859 I withdrew from the said Committee.

4. That during the time I was on the Committee, the Plaintiff was in their employ at the salary of one hundred pounds per annum, to be raised, as I understood, by subscriptions to be obtained by the Committee; but in case the sums raised were insufficient to pay the amount of the Plaintiff's salary, the Committee were to make up the difference, and pay the Plaintiff his said salary.

CHARLES FISHER.

Sworn to before me this 20th day of November, A. D. 1861, in the City of Toronto, in the County of York, by the Deponent, Charles Fisher.

GEORGE BROOKE,
A Commissioner, &c., &c.

IN THE COURT OF COMMON PLEAS.

PAUL STEWART, *Plaintiff*,
versus
NEIL C. LOVE, WILLIAM LANGLEY, SENR., JOHN HENRY, ROBERT CATHCART, and WILLIAM HEWITT, *Defendants*.

I, JOHN NASMITH, of the City of Toronto, in the County of York, Gentleman, do make oath and say—

1. That in the years from the first of May, 1857, to the first of May, 1859, I was a member of the Committee of the City Mission.

2. That during the said time the above-named Plaintiff was engaged by the said Committee for them, and on their behalf, to do certain duties and perform certain services as their Missionary.

3. That in payment for such services the above Plaintiff was to receive from the Committee the sum or salary of four hundred dollars per year.

4. That it was arranged by the Committee men between themselves that the amount of the salary of the Plaintiff should be raised by subscription, and that each member of the Committee promised to collect his proportion. I always considered myself, in common with the other Committee men, liable to the Plaintiff for his yearly salary in case the contributions were insufficient to pay him.

5. That about three months ago I had a conversation with the De-

fendant Love in which he stated to me that he was willing to pay his proportion of the debt due by the Defendants to the Plaintiff, and about the same time I saw the Defendant John Henry and he acknowledged that the Defendants were willing to settle with the Plaintiff, allowing him his salary at the rate of seventy-five pounds per year.

6. The amount the Defendant Love stated as being his proportion of the debt due by the Defendants to the Plaintiff was the sum of ten pounds.

JOHN NASMITH.

Sworn to before me in the City of Toronto, in the County of York, by the above-named John Nasmith, this twentieth day of November, A. D. 1861.

ROBERT G. WALTON,
A Commissioner B. R.

IN THE COURT OF COMMON PLEAS.

PAUL STEWART, *Plaintiff*,
versus
NEIL C. LOVE, WILLIAM LANGLEY, Senior, JOHN HENRY, ROBERT CATHCART, and WILLIAM HEWITT, *Defendants*.

I, THOMAS R. MANN, of the City of Toronto, in the County of York, Shoemaker, do make oath and say as follows:—

1. I do say, that the above-named Defendants are the Committee of a certain Society, called the City Mission.

2. That in the year 1858, I was one of the members of the said Committee, and so continued until my resignation in the following year.

3. That in the said year, the above-named Paintiff was employed by the said Committee, and laboured on their behalf, and for his services was to receive the sum of one hundred pounds per annum.

4. That it was arranged by the said Committee among themselves to raise the said last mentioned sum by soliciting contributions; but I always considered myself, in common with the other members of the Committee, responsible to the Plaintiff for the amount of his salary, while I continued a member of the said Committee.

5. That in the month of May, 1858, I was present when an agreement between the Defendants was entered into, under which they undertook to continue Mr. Stewart, the Plaintiff, in their employ, and to pay him a salary of one hundred pounds per year.

6. That the Plaintiff did thereupon serve the said Defendants, and continue so to do until the first day of May last.

THOMAS R. MANN.

Sworn to before me in the City of Toronto, in the County of York, by the above Deponent, Thomas Mann, this 20th day of November, A. D. 1861.

JOHN BLACK,
A Commissioner, &c.

The following letter was handed to Mr. Stewart by Mr. R. Reynolds:—

"When the Committee of the City Mission was organized there was

a clear understanding among the members thereof that Paul Stewart was to be paid at the rate of £100 per annum. That this sum was to be raised by the united efforts of the Committee in soliciting contributions, &c., for that object. As a member of that committee I felt myself responsible as long as I remained on the Committee, in common with others, for the payment of the above-named sum,—and accordingly the Committee commenced their operations by first of all contributing themselves, (if I remember correctly I paid $5 myself towards this purpose, but of course this can be easily ascertained, together with the respective shares of the other Committee men.) I remember, on more than one occasion, to have gone with Mr. Love to Mr. Cathcart's in reference to this mission. The conversation that then took place between us I cannot now remember, neither the particular object that took us to Mr. Cathcart's. One thing is certain to my mind that the salary of Paul Stewart, and the way of raising it, was then and frequently spoken of, but as there was no doubt entertained as to the certainty of raising the above sum there was nothing done more definitely in reference to this matter than what is here stated. Indeed, it was supposed by the Committee that they would be able to employ another missionary in the eastern part of the city, relying on the encouragement they met with at their commencement, and the anticipation of its increased continuance for the time to come."

The reader can judge from the following letter of the Committee if there is not an acknowledged employment of Mr. Stewart:—

TORONTO, MARCH 12th, 1858.

JOHN ARNOLD, Esq., President of the City Mission Society.

HONOURED AND DEAR SIR,—The Committee of the City Mission beg most respectfully to tender you their unfeigned thanks for the support they received in the formation and continuance of their Society from you. We, in common with our fellow-citizens, deplore your absence from the city. In the furtherance and aid of all our benevolent institutions, you were ever forward; and the various committees, as well as ourselves, feel your want in carrying forward their movements, and would fain hope that you will yet return to gladden our hearts and make one in our midst. Our City Mission is prospering, and convincing many by its good fruits that the Lord is blessing the humble instrumentality so employed. Mr. Stewart's Sabbath School (according to the registry) has amounted to the number of 231 children up to this date. He visits the prisoners in the County Gaol, the sick and dying in the General Hospital, and the Magdalene Asylum. His visits to the families in the Ward of St. John amounts to about 2,084 in the course of the last ten months; distributed 1,953 tracts, together with $6 worth of little books to the children. There is a regular meeting at 3 P. M. every Lord's Day, and a Prayer-meeting every Wednesday evening, when the poor in the vicinity are very attentive, and seem to be drinking in of the Waters of Life. Occasionally Mr. S. obtains the services of others, and we have reason to believe that the Scriptural expositions are much blessed. Mr. S. has added to the otherwise comfortable house the introduction and improvement of gas, so that it can

now more comfortably be used for Prayer-meetings, &c., during the week nights. It is well employed, and the neighbourhood has, no doubt, received a blessing; and Mr. S.'s usefulness and zeal in his Master's cause is acknowledged by many of those who differed from us, as well as his friends, and he now enjoys peace. We thus desire to communicate to you a few of our movements in the cause of Jesus Christ, believing that you will receive them in gratitude to God, as we do. We would feel great pleasure in receiving a letter from you, and hope that you, therein, will convey to us the tidings that you will visit us yet, and make one in our cause.

We desire to convey to your wife and amiable family our best wishes and respects, and to subscribe ourselves your associates in the cause of Christ.

The Committee feel confident that you carry about with you the same Christian sympathy with our cause into that elevated and influencial circle among which you now mingle, and we need not say that should you be able to do anything for our interests, it will be gratefully received.

It is the intention of Committee to have our Annual Meeting early in May, and an abstract of the Report will be forwarded to you.

This letter was signed by Rev. Charles Fletcher, Secretary *pro. tem.*, by order of Committee. The following is an extract from Judge Arnold's reply to the above:—

NORWOOD, near London, England,
16th May, 1858.

DEAR SIR,—I have been much gratified by hearing from your kind communication of April last that the new City Mission has been attended with so much success.

It will always afford me great pleasure to hear of the continued success of the Mission and that the blessing of God attends it. I beg my kindest regards to my old friend Mr Stewart and to the Committee, and believe me, dear sir, yours sincerely,

JOHN ARNOLD.

To REV. CHARLES FLETCHER, Secretary of the City Mission of Toronto.

Now, to conclude, these gentlemen accepted office publicly, and claimed the control of Mr. Stewart's time under the following instructions:—

"Your district is West of Yonge Street, especially the ward of St. John; East, the General Hospital and the County Jail. You are to give up your time to the work—to engage in no secular employment—spend from five to six hours each day in the service of the Mission—to report your proceedings annually to the contributors—and be remunerated for your services, and be entirely at the disposal of the Managers."

You can judge of the remuneration when there remains due

to the missionary, Mr. Paul Stewart, on the first of May last, the sum of $622.79.

In short, from May 1, 1857, to May 1, 1861, Mr. Stewart well and faithfully served the Committee (Mr. Love, Mr. Langley, Mr. Hewitt, Mr. Henry, and Mr. Catheart,) with a faithfulness, energy and zeal which even they have never questioned, at a salary of $400 per annum. In return for his services, they honestly pay him his salary for the first two years as agreed upon, viz., $400 each year. For the third year they paid him the paltry sum of $133.21, and for the fourth year (although he still continued to act for them, and under their directions) they not only refused to make him any compensation, but wholly denied their having ever employed him. Whether such a line of conduct is honest or not the reader must be the judge, and whether such a course pursued by Mr. Love, Mr. Catheart, and their three friends, is reconcileable to their consciences they alone can say; but one thing, which must be very apparent to the *careful* reader of the foregoing Letters and Resolutions of the Committee, is the fact that Mr. Stewart was employed by them—that they paid him two years' salary, and a portion of the third year's—that they gave him a written dismissal the fourth year—and finally, Messrs. Love and Catheart, upon their oaths, swear that they "never employed" Mr. Stewart, never were responsible to him for his salary, or never even promised to pay him.

These are statements which can never accord, and whether the truth is to be found in the sworn evidence of Messrs. Love and Catheart, or in the acts and resolutions of the Committee, an impartial reader cannot fail easily to satisfy himself.

NOTE.—Mr. N. C. Love, previous to the trial, called upon the Secretary for the Minute Book of the Society. He got it, with a promise to return it, which he afterwards refused to do. These men keep possession of the Society's books, although they deny their responsibility to the missionary, and refuse to meet his claim—saying the public are the responsible parties to Mr. Stewart.

TORONTO, January, 1862.